



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract Services  
301 Bishop Drive  
Fredericton NB  
E3C 2M6

February 7, 2014

RE : Request for Proposal F1649-130016  
Standing Offer – **Rotary-wing Aircraft Charter Services**

You are invited to submit one (1) signed copy of a proposal to provide services to Fisheries and Oceans Canada. Sealed proposals will be accepted until 2:00 PM Atlantic Time, Wednesday, March 12, 2014. Proposals must be signed and emailed to [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) and addressed:

**TENDER SUBMISSION – F1649-130016 ROTARY WING AIRCRAFT CHARTER SERVICES.**

Any bid received after that time will be considered late. Fax submissions will not be accepted. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Tender documents **MUST** be downloaded from [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca) . Those who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of any resulting standing offer or contract.

For further information, please contact the Contracting Authority, Trudy Scott by email at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) .

The successful respondent(s) will be expected to enter into a Standing Offer in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement on an as and when required basis. It should permit technical evaluation based on the enclosed criteria. The Standing offer will be for 1 year with an additional 2 single option years at the discretion of the department. All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the three years.

The department of Fisheries and Oceans Canada will not necessarily accept the lowest or any of the proposals received and it reserves the right to accept or reject any or all proposals received, which shall be final and at the sole discretion of the Department.

Regards

Trudy Scott  
Contract Services



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F1649-130016

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## **INSTRUCTIONS TO TENDERERS**

### **1. DEFINITIONS**

#### **In the Request for Quotation**

- 1.1. the terms quotation, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Quotation.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

### **2. TENDER CLOSING**

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Quotation. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.
- 2.3. Where a tender return envelope has been provided. The name and address of the tenderer are to be entered in the "Submitted by" space provided on the face of the envelope.
- 2.4. Where a tender return envelope template has been provided, bidders shall provide their own envelope.

### **3. TENDER OPENING**

#### **In the case of a Public Tender Opening**

- 3.1. tenders are opened in public at a location specified in the Request for Quotation as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Quotation.
- 3.2. where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

### **4. OFFICIAL TENDER FORMAT**

- 4.1. Tenders must be submitted in the format provided and must be properly executed and submitted as instructed. Tenders not submitted in the format provided will not be considered.

### **5. AMENDMENTS TO TENDER DOCUMENTS**

- 5.1. Requests for suggested amendments to the tender documents shall not be considered unless the request is received at least seven (7) days before the date set for the closing of tenders.

6. REVISION OF TENDERS

- 6.1. Tenders may be revised by letter or printed telecommunication provided that revisions are received **before the Tender Closing Time**. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

7. TENDER SECURITY

- 7.1. If specified in the Request for Quotation, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 7.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

8. CONTRACT SECURITY

- 8.1. If specified in the Request for Quotation, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 8.2. Where contract security is a requirement, all tenders **must** be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

9. INSURANCE

- 9.1. If specified in the Request for Quotation, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the document entitled Insurance Conditions.
- 9.2. Where insurance is a requirement, all tenders **must** be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 10.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender **will not be considered**.

11. PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS, IF APPLICABLE

- 11.1. If this Request for Quotation is set aside for Aboriginal suppliers, in accordance with the Procurement Strategy for Aboriginal Business, the tenderer must certify in its tender that it is an Aboriginal business or an eligible joint venture, as defined in the attached certification(s). It is **mandatory** that the requirements in the attached certification(s) be met or the tender **will not be considered**.

12. SIGNING OF DOCUMENTS

- 12.1. See attached form entitled "Requirements for Signature and Description of Parties other than Her Majesty".

### 13. TENDER VALIDITY PERIOD

- 13.1. Unless otherwise specified in the Request for Quotation, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 13.2. Notwithstanding Article 13.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 13.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

### 14. INCOMPLETE TENDERS

- 14.1. Incomplete or conditional tenders **will** be rejected.
- 14.2. Tenders that omit any mandatory requirements specified in the Request for Quotation **will** be rejected.
- 14.3. In the event that tender security is required and is not provided with the tender, the tender **will** be rejected.

### 15. REFERENCES

- 15.1. The Department of Fisheries and Oceans reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

### 16. LOWEST TENDER NOT NECESSARILY ACCEPTED

- 16.1. The lowest or any tender will not necessarily be accepted.

### 17. THE CODE OF CONDUCT FOR PROCUREMENT

- 17.1 The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:
  - (a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies;
  - (b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

By submitting a bid, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

17.2 The Bidder confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

17.3 For further information, the Bidder may refer to the following PWGSC site :

<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tm-toc-e.html>.



## STATEMENT OF WORK

### STANDING OFFER – ROTARY-WING AIRCRAFT CHARTER SERVICES

#### **Background**

Fisheries & Oceans Canada (DFO) conducts multiple aerial inspections of salmon streams in the interior of British Columbia (BC) to estimate spawning population sizes for Chinook, Sockeye and Coho salmon. DFO also conducts multiple enforcement patrols and aerial inspections for creel and catch monitoring counts. Flying for these purposes is very specialized. Therefore, DFO requires the use of rotary-wing aircraft that meet specific performance and configuration requirements and requires that the pilots have related flying experience.

Bases of Operation (points of flight origin):

- 1) Prince George, BC
- 2) Kamloops, BC
- 3) Lillooet, BC

Below are the various types of requirements that will be necessary for services required. Unless a specific Base of Operation is noted, the requirement will be expected for all Bases of Operation.

#### **Definitions**

“catch-monitoring/creel survey” means a flight during which onboard observers count active, in-river fishing gear, e.g. nets, as the aircraft flies at a low level and a slow speed.

“enforcement patrol” means a flight during which onboard law enforcement personnel, e.g. Fishery Officers, monitor compliance with fisheries and habitat protection regulations.

“fish enumeration” means a flight during which onboard observers manually count spawning salmon in a river or stream as the aircraft flies at a low level and a slow speed in a “crab” manner, i.e. rear of the aircraft slightly canted to the center of the stream, to provide the best view of the river to observers, both of whom are seated on the passenger side of the aircraft, but without causing fish to flee due to the presence of the helicopter.

“proof of experience” means the provision of completed Tables of Experience. It also means the availability of copies of flight tickets which specifically make reference to flying for the purposes identified in Pilot Requirements. Flight tickets must be available upon request during the proposal evaluation process and during any awarded Standing Offer or Contract period.

“radio-telemetry tracking” means a flight which follows a systematic, transect-based search pattern, moving progressively into smaller areas, for the purpose of isolating radio signals emitted by animal-borne transmitters.

“timber stand assessment” means a flight during which onboard observers assess broad- and small-scale attributes of forested areas, e.g. the impacts of mountain beetle infestation.

“flying in a wire and obstruction environment” means low level, slow speed flying when obstructions such as unmarked and marked power lines may be encountered at the same or similar elevation that the aircraft is flying in. Other obstructions can include but not limited to unmarked telephone wires, bridges, guy wires, radio towers and tram crossings. Onboard hands free communication between PIC and crew is mandatory, as is joint decision for going under or going over obstacle(s).

“wildlife survey” means a flight which follows a systematic, transect-based or habitat-stratified flight path during which onboard observers manually count groups and/or individuals of particular wildlife species. This frequently involves low level, slow speed flight and tight, circling turns to permit the collection of specific demographic information, e.g. sex and age.

## General Requirements

1. Pilots are required to fly for extended periods, e.g. up to 7 hours per day, at low speeds and low levels, e.g. less than 200 feet above ground level, often among trees, power lines and wildlife (birds). DFO also requires that pilots fly the aircraft in a "crab" manner, i.e. rear of the aircraft slightly canted to the centre of the stream, to provide the best possible view of the river to observers, both of whom are seated on the passenger side of the aircraft, but without causing fish to flee due to the presence of the helicopter.
2. DFO cannot readily postpone flights, as timing is critical to accurately enumerate salmon populations. Therefore, the Contractor must provide substitute aircraft if mechanical problems lead to a delay in meeting the required service. All substitute aircraft must meet the aircraft requirements of this Statement of Work.
3. The Contractor must adhere to flight schedules as strictly as possible to allow DFO to maintain the required statistical qualities of the salmon counts. However, the Contractor must be prepared for in-season schedule changes due to unforeseen events, e.g. inclement weather.
4. Anticipated flight schedules covering the entire flying season will be forwarded to the Contractor as early as possible after standing offer award, for the first year of the standing offer, and by mid-June or early July for subsequent years of the standing offer. The Contractor must confirm, within 5 days of receipt of the flight schedules, that it will provide pilots and aircraft to meet those schedules.
5. Kamloops Base of Operations: The Contractor must have two aircraft available and two qualified pilots available that meet the requirements of this Statement of Work. There will be times when two aircraft and two qualified pilots are needed in the same area at the same time. DFO anticipates that this requirement for a second aircraft and a second qualified pilot may apply in approximately 10-20 percent of the flying hours in the late August to late November time period. This requirement and the scheduling thereof, is subject to weather conditions, stream flow conditions and fish behaviour and will vary considerably on an annual basis.
6. Prince George Base of Operations: The Contractor must have two aircraft available and two pilots available that meet the requirements of this Statement of Work. There will be times when two aircraft and two pilots are needed in the same area at the same time. DFO anticipates that this requirement for a second aircraft and a second pilot may apply in approximately 10-20 percent of the flying hours in the early August to early September time period for Prince George, BC. This requirement and the scheduling thereof, is subject to weather conditions, stream flow conditions and fish behaviour and will vary considerably on an annual basis.
7. Access to copies of valid Transport Canada Air Operator Certificate including the Table of Contents and all pages to which that Table of Contents refers at any time during the standing offer period.

## Rotary-wing Aircraft Requirements

1. Loud Hailer equipment is mandatory for all enforcement patrols.
2. Wire strike equipment is mandatory for Kamloops and Lillooet.
3. Due to the nature of DFO specialty flight operations, e.g. often in mountainous terrain (at altitudes up to 6500 feet above sea level) and low-level, slow speed flight over water and among trees, DFO requires the use of rotary-wing aircraft that meet specific performance and configuration requirements. The aircraft provided by the Contractor must be equipped with a two-bladed turbine engine (to minimize downwash and other stimuli that may negatively affect viewing or scare fish) and must have a minimum fuel capacity of 345 litres (approximately 3 hours of flight time). The cabin must be configured so that the pilot is situated on the starboard (right) side of the aircraft, enabling observers to be seated on the port (left) side of the aircraft. The aircraft must have a minimum of three passenger seats to accommodate at least two observers and necessary gear. In the case of enforcement patrols, this may include transport of seized items such as fish and fishing gear. Counting operations routinely require 2 observers, both seated on the opposite side of the pilot but, on occasion, a third observer may be required and will be seated behind the pilot.
4. The aircraft must have a removable front passenger door that must be either stowed in the rear of the helicopter in such a way that it does not impede exiting the helicopter in the case of an emergency (the door must be secured in the cabin with a restraint approved by Transport Canada) or the door must be dropped at a convenient site or at a specified base without incurring additional flight time and cost to DFO. Once salmon counting is complete the door should be re-installed for ferrying between locations.
5. The aircraft must have either a removable rear passenger door which must be dropped off at a convenient site or at a specified base without incurring additional flight time, or a rear passenger door with a large scanning window that, when fully open, permits helmeted observers to place their heads completely outside the cabin for unobstructed viewing. This requirement will limit extended environmental exposure and, therefore, ensure observer (and pilot) comfort during flights of longer duration, which are common to these areas.
6. Passenger-side bubble windows fore and aft are acceptable for enforcement patrols. Passenger-side bubble windows fore and aft will only be acceptable for salmon-counting operations in sub-zero temperatures, as observer efficiency and count quality are impacted negatively by fogging that frequently occurs.

### **Communications and Tracking Requirements**

1. Communication between the observers and the pilot must be completely hands-free. Fish enumeration observers employ tally counters in both hands and must be able to communicate with other members of the team without looking away from the river, or having to disengage counting. Therefore, only completely voice-activated or open communication systems are acceptable. Toggle switches are not acceptable. DFO observers are outfitted with Gentex SPH-5 (or similar) helicopter helmets, equipped with standard microphones and earphones. On-board intercoms must support these systems to ensure ease of communication.
2. The Contractor must provide an electronic flight tracking system that enables base staff to monitor real-time aircraft locations, at any time, using the Internet. Access to this site must be password protected and the URL must not be provided to anyone without a need to know, or similar IT security provisions. Pilots and company should be sensitive to protected information such as Enforcement Patrol schedules and radio frequencies.
3. The Contractor must provide radio communication with base staff during all flights to ensure a safe and coordinated relay of information during all surveys. Communication protocols must be discussed and agreed upon prior to conducting low-level flights, particularly in areas where obstructions may be encountered, e.g. bridges and power lines.

### **Pilot Requirements**

1. All pilots must have flown a minimum of 1500 hours on rotary-wing aircraft.
2. All pilots must have flown a minimum of 1000 hours as pilot-in-command of the proposed aircraft type.
3. The primary pilot must have a minimum of 50 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years.
4. The secondary pilot (Kamloops and Prince George) must have a minimum of 25 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years.
5. All pilots must also have an additional minimum of 25 hours experience, in the past 5 years, in any combination of the following, as defined under the Definitions section above: catch-monitoring/creel surveys, enforcement patrols, fish enumeration, fish/wildlife radio-telemetry tracking, timber stand assessment and/or wildlife surveys.
6. All pilots must have experience flying in mountainous terrain. Pilots must have Mountain Course.
7. All pilots must have Under Water Egress (or equivalent) training course.
8. Kamloops and Lillooet Base of Operations: Pilots must have experience flying in a wired and obstruction environment. Pilots must have Flying in Wire and Obstruction Environment Course.
9. All pilots must have experience flying with one or both passenger-side doors removed. Operating with one or both entries open results in a windy cockpit and permits weather to enter the aircraft. Pilots must know the aircraft limitations under these circumstances.

### **Maintenance Crew Requirements**

1. The Contractor must have at least one certified aircraft maintenance engineer available at the required base of operations, to maintain chartered aircraft in top mechanical condition. Engineers must be located within one hour of the base of operations and be prepared to respond immediately to go to field locations for repair if needed.

### **Responsibility for Accommodation, Meals and Ground Transportation**

1. When the Contractor's personnel (crew) are away from the Base of Operations, the Contractor must provide them (unless otherwise instructed by DFO) with all ground transportation between the aircraft and living quarters at the operating site and all meals and accommodation and may only invoice Canada at actual cost incurred with no profit or overhead, supported by receipts for ground transportation and accommodations. Costs will be in accordance with the maximum allowable under the current Treasury Board Travel Guidelines in effect at the time. The Contractor will not charge DFO for meals when the Contractor's personnel are away from the Base of Operations for less than four consecutive hours.
2. The provision and cost of crew meals, incidentals, accommodations and transportation while at the Base of Operations must be the responsibility of the Contractor.
3. All travel must have the prior authorization of the Project Authority.
4. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

### **Fuel**

1. The Contractor must provide all fuel and will be reimbursed for fuel charges at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

### **Security Clearance**

1. Reliability Security Clearance must be obtained by all pilots. Contractors must agree to supplemental database checks by the RCMP to enhance the Reliability Security Clearance check.



## STANDING OFFER – ROTARY WING AIRCRAFT CHARTER SERVICES

### GENERAL INFORMATION

#### Summary

One Standing Offer may be issued for each Base of Operation listed in the Statement of Work.

The period of the Standing Offer will be from April 1<sup>st</sup>, 2014 to March 31<sup>st</sup>, 2015 with possibility of two additional one year option periods at the discretion of Fisheries and Oceans Canada. It should be noted that a Standing Offer to provide rotary-wing aircraft charter services shall be on an as and when required basis. **Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.**

The Contractor must perform the Work in accordance with the Statement of Work.

#### Historic use of Rotary Wing Operations:

Location of Streams within Base of Operation	Air Charter Service type	High Season *	Estimated Flying Hours broken out by type	Total Estimated Flying Hours
Prince George	Enumeration/monitoring	Early August – early September	90	100
	Enforcement	July	10	
Kamloops	Enumeration/monitoring	Late August – late November	45 to 60	62
	Enforcement	July	10	
Lillooet	Enumeration/monitoring	August - October	75	150
	Enforcement	July	75	

\* Please note that Air Charter Service will likely be required year round and outside of the high season, however, this table provides the bidder an indication of when the bulk of flying can be expected.

#### Bidder Instructions

##### Basic Instructions

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting Standing Offer and any resulting contracts.

Bidders should follow the instructions outlined in the document “Instructions to Tenderers”.

Bidders should follow the instructions outlined in the document “Evaluation Criteria”. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical mandatory, the technical rated and the cost proposal as detailed in the Evaluation Criteria. An evaluation team composed of representatives of DFO will evaluate the bids.

Bidders must ensure they complete the Pilot Experience document.

Bidders will be required to comply with clauses and conditions identified and set out in the Standard Acquisition Clauses and Conditions Manual issues by Public Works and Government Services Canada.

The Bidder can bid on more than one Base of Operations work specified in the Statement of Work. DFO requests that the Bidder clearly identifies in the first pages of its bid which Base or Bases of Operations it is bidding on.

Bidders should include the following information in their bid:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with DFO with regards to:
  - a. their bid; and
  - b. any standing offer or contract that may result from their bid

Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated.

#### Cost Proposal Instructions

The Bidder must complete the Price Schedule and submit pricing for one or more of the Bases of Operation for which they wish to offer services. Hourly rates are to be based upon departure from flight point of origin. Bidders must submit their financial bid in Canadian funds excluding tax.

The inclusion of historical data above does not represent a commitment by DFO that DFO's future usage of the services described in the bid solicitation will be consistent with this data.

The rates specified in the Price Schedule include oil and lubricants but exclude the following cost-reimbursable direct expenses:

- Travel: Authorized Travel and Living Expenses i.e. Accommodations, Meals and Ground Transportation, when the Contractor's personnel (crew) are away from the Base or Bases of Operations; and
- Fuel: The Contractor must provide all fuel and will be reimbursed for fuel charges at cost, without any allowance for profit and administrative overhead.

#### **Enquiries**

All enquiries must be submitted by email to the Contracting Authority at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) no later than seven calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the section of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable DFO to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



**Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

**Debriefings**

After Standing Offer award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process.

**Certifications**

Bidders must provide the required certifications to be awarded a standing offer. DFO will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications with their bid proposal of their bid. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Compliance with the certifications bidders provide to DFO is subject to verification by DFO during the bid evaluation period (before award of a standing offer) and after award of a standing offer or any resulting contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a standing offer. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certifications to be provided will include:

1. Former Public Servant Certification
2. Transport Canada Air Operator Certificate

**Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of being awarded a standing offer, every individual proposed in its bid will be available to perform the Work as required by DFO's representatives and at the time specified. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Project Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to DFO. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

**Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to experience and work history has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting standing offer.

**Aircrew Requirements**

If at any time during the course of the operations, the flight crew, the maintenance crew or both are considered by the DFO Project Manager to be unsatisfactory for safety or other reasons, the DFO Project Manager may notify in writing to the Contractor that the flight crew, the maintenance crew or both must be replaced. The DFO Project Manager must immediately advise the DFO Contracting Authority of the problem with the crew(s). The Contractor must immediately, upon receiving such notification, withdraw and replace the crew specified in the notice. The Contractor must advise the DFO Contracting Authority of the corrective action taken. The aircraft involved must be considered unserviceable until a satisfactory crew resumes operations.

**Financial Capability**

SACC Manual clause A9033T(2010-08-16), Financial Capability

**Discretionary Audit**

SACC Manual clause C0705C (2010-01-11), Discretionary Audit

**Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work. Custom duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**Canada's Total Liability**

Canada's total liability to the Contractor under the Standing Offer must not exceed \$ 150,000.00. Custom duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**SACC Manual Clauses**

A0038C (2006-06-16), Air Transportation  
B4028C (2008-05-12), Air Charter Conditions  
B4032C (2006-06-16), Safety Briefing

**Insurance Requirements**

The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a standing offer as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements document.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

The Contractor must comply with the insurance requirements specified in Insurance Requirements. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer and any Contract awarded against it. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contracts.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contracts and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within fourteen (14) days after the date of award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



**F1649-130016  
EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS:**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

**The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.**

Note: For reference purposes the hours specified include the hours up to and including the bid closing date.

No.	Mandatory Criteria	Additional Bid Preparation Instructions
M1	<p>Bidders must demonstrate they have successfully provided services similar to those identified in the Statement of Work. To demonstrate their experience, bidders must provide details on two (2) previous projects that have been completed or ongoing within the last five (5) years from the closing date of this solicitation. The project must have included a range of requirements similar to those outlined in the SOW. Bidders must identify:</p> <ul style="list-style-type: none"> <li>• the name of the client;</li> <li>• the period during which the service was provided;</li> <li>• a detailed outline of the services provided; and</li> <li>• contact names, positions/titles and contact information (telephone numbers, email addresses, etc.) for verification purposes.</li> </ul>	
M2	<p>Certificates, Licenses, and Endorsements</p> <p>a) Valid Transport Canada Air Operator Certificate (Note – we are only asking for copies of the certificate at this time, but the accompanying Table of Contents and all pages to which the Table of Contents refers must be available to DFO if requested.)</p> <p>b) Valid Canadian Transportation Agency air operator domestic license.</p> <p>c) Demonstrate that proposed pilots are authorized to fly the proposed aircraft.</p> <p>d) Demonstrate that proposed aircraft maintenance engineer(s) is (are) authorized to maintain the proposed aircraft.</p>	<p>a) Submit copies of most current, valid Transport Canada Air Operator Certificate</p> <p>b) Submit copies of valid Canadian Transportation Agency air operator domestic license.</p> <p>c) Submit copies of all related licenses and endorsements of the proposed pilots.</p> <p>d) Submit copies of the related licenses and endorsements of the proposed maintenance engineers.</p>

M3	<p>Aircraft and Equipment Identify the proposed aircraft as required by each Base of Operations.</p>	<p>Submit each proposed aircraft's Mark, Common Name and Model Name (e.g. Mark: C-XXXX, Common Name: Cessna, Model Name: 180.</p>
M4	<p>Pilot Experience</p> <p>a) Proposed pilots must have flown a minimum of 1500 hours on rotary-wing aircraft.</p> <p>b) Proposed pilots must have flown a minimum of 1000 hours as pilot-in-command of the proposed aircraft type.</p> <p>c) The primary pilot must have a minimum of 50 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years. The pilot must also have an additional minimum of 25 hours experience, in the past 5 years, in any combination of the following, as defined under Definitions in Statement of Work: catch-monitoring/creel surveys, enforcement patrols, fish enumeration, fish/wildlife radio-telemetry tracking, timber stand assessment and/or wildlife surveys.</p> <p>d) Proposed pilots must have experience flying in mountainous terrain and completed Mountain Flying course and Under Water Egress Course (or similar).</p>	<p>a) Submit a detailed description of its proposed pilots' relevant experience. (i.e. company log)</p> <p>b) Submit a detailed description of its proposed pilots' relevant experience. (i.e. company log)</p> <p>c) Submit completed Pilot Experience Table which details proposed pilots' relevant experience.</p> <p>d) Submit completed Pilot Experience Table which details proposed pilots' relevant experience and submit proof of successful completion of a Mountain Flying course, and Under Water Egress course (or similar).</p>
M5	<p><b>**Kamloops and Prince George**</b></p> <p>a) The secondary pilot must have a minimum of 25 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years.</p> <p>b) The primary and secondary pilot must also have an additional minimum of 25 hours experience, in the past 5 years, in any combination of the following, as defined under Definitions in Statement of Work: catch-monitoring/creel surveys, enforcement patrols, fish enumeration, fish/wildlife radio-telemetry tracking, timber stand assessment and/or wildlife surveys.</p>	<p>a) Submit completed Pilot Experience which details proposed pilots' relevant experience.</p> <p>b) Submit completed Pilot Experience Table which details proposed pilots' relevant experience.</p>
M6	<p><b>**Kamloops and Lillooet**</b></p> <p>a) Proposed pilots must have experience flying in a wired and obstruction environment and have completed Flying in a Wired and Obstruction Environment course.</p>	<p>Submit completed Pilot Experience Table which details proposed pilots' relevant experience and submit proof of Flying in a Wired and Obstruction environment course for each proposed pilot.</p>

**RATED REQUIREMENTS: Pilot Experience**

<p>R1 Pilot in Command Hours (hours) on proposed equipment (Total logged hours in command of helicopter type proposed to do survey work)</p> <p>R2 Fish Counting or Catch Monitoring Hours within last 5 years (Surveys of spawning fish. Does NOT include transporting electro-fishing crews or</p> <p>R3 Gear Counts or Creels within last 5 year (Gear counts, angler counts and specialized enforcement flights for DFO or Provincial agencies)</p> <p>R4 Wildlife Surveys or Telemetry within last 5 years (Telemetry capture enumeration and other wildlife flying in support of Province)</p> <p>R5 Wired Hours – <b>Kamloops and Lillooet Only</b> (Time flying in wired environments)</p>	
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**Total points Prince George  
(R1, R2, R3, R4): 400 points max**

**Total points Kamloops or Lillooet  
(R1, R2, R3, R4, R5): 500 points max**

**COST PROPOSAL:  
(Please complete Price Schedule for each Base of Operations as necessary)**

**Cost Evaluation (total maximum of 100 points)**

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (100 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

**BASIS OF SELECTION:**

The compliant bidder with the highest combined rated criteria points (70%) and cost proposal points (30%) shall be selected as the bidder providing best value.

This selection process will be done for each Base of Operations.







**PRICE SCHEDULE**

<b>BASE OF OPERATIONS</b> <b>PRINCE GEORGE</b>	<b>AIR CHARTER SERVICES</b>	<b>ALL INCLUSIVE FIXED HOURLY RATE (CDN \$)</b> (Excluding fuel) (Excluding tax)
Initial Standing Offer Period (April 1, 2014 to March 31, 2015)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 1 (April 1, 2015 to March 31, 2016)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 2 (April 1, 2016 to March 31, 2017)	Enumeration, Monitoring, Enforcement, etc	\$

<b>BASE OF OPERATIONS</b> <b>KAMLOOPS</b>	<b>AIR CHARTER SERVICES</b>	<b>ALL INCLUSIVE FIXED HOURLY RATE (CDN \$)</b> (Excluding fuel) (Excluding tax)
Initial Standing Offer Period (April 1, 2014 to March 31, 2015)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 1 (April 1, 2015 to March 31, 2016)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 2 (April 1, 2016 to March 31, 2017)	Enumeration, Monitoring, Enforcement, etc	\$

<b>BASE OF OPERATIONS</b> <b>LILLOOET</b>	<b>AIR CHARTER SERVICES</b>	<b>ALL INCLUSIVE FIXED HOURLY RATE (CDN \$)</b> (Excluding fuel) (Excluding tax)
Initial Standing Offer Period (April 1, 2014 to March 31, 2015)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 1 (April 1, 2015 to March 31, 2016)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 2 (April 1, 2016 to March 31, 2017)	Enumeration, Monitoring, Enforcement, etc	\$



**General Conditions – Manual Services (i.e. Cleaning, window washing,  
snow or garbage removal, maintenance)**

**Text:**

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Invoice Submission
- 10 Taxes
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- 22 Right of Set-off
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- 24 Contingency Fees
- 25 International Sanctions
- 26 Code of Conduct and Certifications
- 27 Harassment in the Workplace
- 28 Entire Agreement

### *01 Interpretation*

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions set out in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and any other person duly authorized to act on behalf of the Minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### *02 Powers of Canada*

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

### *03 Status of the Contractor*

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### **04 Conduct of the Work**

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### **05 Subcontracts**

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

#### **06 Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **07 Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for

approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

#### *08 Inspection and Acceptance of the Work*

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### *09 Invoice Submission*

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
  - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.



## 10 Taxes

### 1. Municipal Taxes

Municipal Taxes do not apply.

### 2. Provincial Taxes

- a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  
  
Prince Edward Island OP-10000-250  
  
Manitoba 390-516-0
  - ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

### 3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**11 Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**12 Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

### **13 Audit**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

### **14 Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

### **15 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

### **16 Government Property**

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

### **17 Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

### **18 Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

### **19 Suspension of the Work**

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

### **20 Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### **21 Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to

complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### ***22 Right of Set-off***

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

#### ***23 Conflict of Interest and Values and Ethics Codes for the Public Service***

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

#### ***24 Contingency Fees***

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section,

"contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4<sup>th</sup> Supplement).

#### *25 International Sanctions*

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

#### *26 Code of Conduct and Certifications*

1. The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms. Furthermore, in addition to the *Code of Conduct for Procurement*, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
  - a. payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4<sup>th</sup> Supp.)) applies;
  - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
  - a. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or
  - b. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
  - a. either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### ***27 Harassment in the Workplace***

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Policy on the Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### ***28 Entire Agreement***

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.





## INSURANCE REQUIREMENTS

### 1. Aviation Liability Insurance

- 1.1 The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Aviation Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.
  - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (e) Employees and, where applicable, Volunteers must be included as Additional Insured.
  - (f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$500,000 per person. The per accident limit should be no less than \$500,000 multiplied by the number of passengers.
  - (g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,

Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## 2. Aircraft Charter Insurance

2.1 The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:

(a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$500,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;

(b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:

(i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);

(ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,

(iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.

2.2 The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.

2.3 The Contractor's insurance must include the following:

(a) **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

(b) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(c) **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
- (e) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
 Director Business Law Directorate,  
 Quebec Regional Office (Ottawa),  
 Department of Justice,  
 284 Wellington Street, Room SAT-6042,  
 Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
 Senior General Counsel,  
 Civil Litigation Section,  
 Department of Justice  
 234 Wellington Street, East Tower  
 Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **3. All Risk in Transit Insurance**

- 3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$10,000.00 per shipment. Government Property must be insured on "Replacement Cost (new)" basis.
- 3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3.3 The All Risk Property in Transit insurance must include the following:
  - (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - (b) Loss Payee: Canada as its interest appears or as it may direct.
  - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



## **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS (NON-COMPETITIVE BID SOLICITATIONS FOR SERVICES) - FORMER PUBLIC SERVANT CERTIFICATION**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### **Definitions**

For the purposes of this clause,

**"former public servant"** is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

**"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

**"pension"** means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy. This formula is to be applied and the calculation is to be detailed in the bid documents.

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.